

Council Communication

Department: Community Development Case # ZC-08-001 Applicant: Community Development Department	Ordinance No. <u>5968</u>	City Council: 1/28/08 Planning Commission: 01/08/08 First Reading: <u>01/28/2008</u> Second Reading: Third Reading:
Subject		
<p>Request of the Community Development Department to rezone the Walter E. Scott, Jr. Energy Center, along with MidAmerican owned property to the north and west and located in part of the SE¼ SE¼ of Section 24-74-44, part of the E½ NE¼ and part of the NE¼ SE¼ of Section 25-74-44, part of the S½ SW¼ of Section 19-74-43, the NW¼ and part of the SW¼ of Section 30-74-43 from A-1/Open Space, A-2/Parks, Estates and Agricultural, and I-2/General Industrial to I-3/Heavy Industrial. (General location: Between the Missouri River and Interstate 29, north of the southerly most corporate limit line.)</p>		
Background		
<p>Iowa Power and Light/MidAmerican Energy have been in operation at the south Manawa site since 1954. When annexed into the City in 1969, the property was mostly zoned GM/General Manufacturing (currently I-2/General Industrial), with the exception of an area north of the plant, which was, zoned A-2 and the area south of Mosquito Creek which was zoned C-2/General Commercial. In 1997, in an effort to correct and update the zoning map, the industrial zoning was expanded to the north and south to its present I-2 boundary.</p> <p>On December 10, 2007, Ordinance No. 5958 was adopted which added “electric utility generation facility” as a principal use in the I-3 district. The I-3 district is intended to provide areas of the City for activities and uses of a heavy industrial character and is designed to accommodate industrial uses, which have significant external effects. As such, the designation of I-3 should be reserved for isolated industrial areas with significant distance from existing and proposed residential uses.</p> <p>On December 10, 2007, the City Council adopted Resolution No. 07-425 approving voluntary annexation of approximately 424 acres of land directly east of the Walter E. Scott, Jr. Energy Center and abutting the City’s southeast corporate boundary. The majority of the annexed property is owned by MidAmerican. As part of the voluntary annexation, MidAmerican and the City entered into a development agreement, which calls, in part, for the energy center to be rezoned to I-3/Heavy Industrial. Although this action applies only to MidAmerican property currently within the corporate limits prior to annexation, the City will initiate rezoning of the recently annexed property upon notice of approval of the Secretary of State.</p>		
Discussion		
<p>Land uses to the north and east of the area proposed for rezoning are generally vacant or agricultural in nature. The Council Bluffs sewage treatment plant lies to the south. There are two residential uses approximately 900 feet north of the north rezoning line, but both of those are owned by MidAmerican. There is a privately owned residential property approximately 1,600 feet north of the north rezoning line. Lakewood Villa and Eagle Trail Subdivisions are approximately 3,300 feet to the north. There are also residential uses approximately 2,700 and 5,200 feet to the east of the east rezoning line. Surrounding zoning is shown on the attached map. There has been no response from any property owner within 200 feet.</p> <p>The subject property is served by sanitary sewer and a 16-inch water main, which runs north/south through the area. The site is served by Navajo Street to the north and 189th Street to the south.</p> <p>All of the property included in the proposed rezoning area is owned by MidAmerican Energy.</p>		

7A

Recommendation

The Community Development Department recommends rezoning the Walter E. Scott, Jr. Energy Center, along with MidAmerican owned property to the north and west as described above, from A-1/Open Space, A-2/Parks, Estates and Agricultural, and I-2/General Industrial to I-3/Heavy Industrial for the following reasons:

1. MidAmerican Energy recently completed a significant expansion. The majority of the property included in the rezoning has been used as an electric generation facility since 1954. The area was annexed into the city in 1969.
2. The area is served with adequate utilities and road access.
3. Adequate distance exists between the residential areas to the north and the subject property.
4. The subject property and proposed development to the south and east is planned to be industrial and heavy industrial in nature.
5. Much of the land to the north of the north rezoning line is controlled by the State of Iowa as Lake Manawa State Park and an interstate borrow area. The likelihood of further industrial development to the north or residential development to the south is highly unlikely so the existing separation of uses will be maintained.

Public Hearing

Gayle Malmquist, Community Development Department appeared before the Planning Commission in favor of the request. No one appeared in opposition.

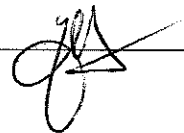
Planning Commission to City Council

The Planning Commission recommends rezoning 420.2 acres as described separately from A-1/Open Space (Tract 3), A-2/Parks, Estates and Agricultural (Tract 2), and I-2/General Industrial (Tract 1) to I-3/Heavy Industrial(Combination Tracts 1, 2 and 3).

VOTE: Aye 8 Nay 0 Abstain 0 Absent 2 Vacant 1 Motion Carried.

Attachments: Map showing proposed rezoning area and surrounding zoning.

Prepared By: Rebecca Sall, Planning Technician, Community Development Department



A-1

A-2

A-2

A-2

CITY LIMITS

A-3
(County)

INTERSTATE 20

A-3
(County)

A-1

A-1

MidAmerican
Energy

I-2

ANNEXATION/PENDING

(Upon approval of Secretary of State)

MIDAMERICAN PROPERTY TO
BE REZONED TO I-3/HEAVY INDUSTRIAL

CITY LIMITS

I-2
(County)

I-2
(County)



CASE/ZC-08-001



LEGAL DESCRIPTION – TRACT 1

A PARCEL OF LAND BEING ALL OF THE EAST HALF OF THE SOUTHWEST QUARTER, ALL OF THE SOUTH HALF OF THE NORTHWEST QUARTER, A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER ALL IN SECTION 30, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN AND A PORTION OF THE EAST HALF OF THE EAST HALF OF SECTION 25, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER AND IT'S NORTHERLY PROLONGATION, NORTH 00 DEGREES 48 MINUTES 03 SECONDS EAST, 3963.76 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER;

THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, NORTH 88 DEGREES 16 MINUTES 52 SECONDS WEST, 2420.11 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, NORTH 01 DEGREE 11 MINUTES 37 SECONDS EAST, 57.42 FEET;

THENCE NORTH 61 DEGREES 22 MINUTES 04 SECONDS WEST, 832.88 FEET;

THENCE SOUTH 21 DEGREES 49 MINUTES 55 SECONDS EAST, 514.38 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 73 DEGREES 04 MINUTES 35 SECONDS EAST, 499.23 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26 DEGREES 13 MINUTES 39 SECONDS, 228.53 FEET;

THENCE SOUTH 09 DEGREES 04 MINUTES 00 SECONDS WEST, 215.63 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1018 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY HIGH BANK OF THE MISSOURI RIVER;

THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY HIGH BANK, 2697 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SECTION 30;

THENCE ALONG SAID SOUTH LINE, SOUTH 87 DEGREES 36 MINUTES 22 SECONDS EAST, 2091.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 238.6 ACRES, MORE OR LESS.

LEGAL DESCRIPTION – TRACT 2

A PARCEL OF LAND BEING ALL OF THE NORTH HALF OF THE NORTHWEST QUARTER AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, A PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN AND A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTH HALF OF THE NORTHWEST QUARTER;

THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER, NORTH 88 DEGREES 16 MINUTES 52 SECONDS WEST, 2420.11 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, NORTH 01 DEGREE 11 MINUTES 37 SECONDS EAST, 57.42 FEET;

THENCE NORTH 61 DEGREES 22 MINUTES 04 SECONDS WEST, 1472.06 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER;

THENCE ALONG SAID WEST LINE AND IT'S NORTHERLY PROLONGATION, NORTH 01 DEGREE 53 MINUTES 08 SECONDS EAST, 1290.76 FEET;

THENCE SOUTH 84 DEGREES 53 MINUTES 54 SECONDS EAST, 1312.72 FEET;

THENCE SOUTH 84 DEGREES 57 MINUTES 45 SECONDS EAST, 66.13 FEET;

THENCE SOUTH 84 DEGREES 53 MINUTES 47 SECONDS EAST, 2283.89 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 24 SECONDS EAST, 133.52 FEET;

THENCE NORTH 68 DEGREES 36 MINUTES 14 SECONDS EAST, 208.06 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOSQUITO CREEK;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

1. SOUTH 01 DEGREE 30 MINUTES 51 SECONDS EAST, 693.39 FEET;
2. SOUTH 13 DEGREES 20 MINUTES 39 SECONDS WEST, 820.61 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 46 MINUTES 21 SECONDS WEST, 517.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 155.1 ACRES, MORE OR LESS.

LEGAL DESCRIPTION – TRACT 3

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 25, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER, NORTH 01 DEGREE 53 MINUTES 08 SECONDS EAST, 722.28 FEET;

THENCE SOUTH 61 DEGREES 22 MINUTES 05 SECONDS EAST, 639.18 FEET;

THENCE SOUTH 21 DEGREES 49 MINUTES 55 SECONDS EAST, 514.38 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 73 DEGREES 04 MINUTES 35 SECONDS EAST, 499.23 FEET;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26 DEGREES 13 MINUTES 39 SECONDS, 228.53 FEET;

THENCE SOUTH 09 DEGREES 04 MINUTES 00 SECONDS WEST, 215.63 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 1018 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY HIGH BANK OF THE MISSOURI RIVER;

THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY HIGH BANK, 1244 FEET, MORE OR LESS TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER;

THENCE ALONG SAID WEST LINE, NORTH 01 DEGREE 53 MINUTES 08 SECONDS EAST, 548.14 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 26.5 ACRES, MORE OR LESS.

LEGAL DESCRIPTION – COMBINATION TRACTS 1, 2 AND 3

A PARCEL OF LAND BEING A PORTION OF SECTIONS 19 AND 30 IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5th PRINCIPAL MERIDIAN AND A PORTION OF SECTIONS 24 AND 25 IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 30, NORTH 87 DEGREES 36 MINUTES 22 SECONDS WEST, 2091.92 FEET, TO A POINT ON THE NORTHEASTERLY HIGH BANK OF THE MISSOURI RIVER;

THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY HIGH BANK, 3941 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25;

THENCE ALONG SAID WEST LINE AND IT'S NORTHERLY PROLONGATION, NORTH 01 DEGREE 53 MINUTES 08 SECONDS EAST, 2561.18 FEET;

THENCE SOUTH 84 DEGREES 53 MINUTES 54 SECONDS EAST, 1312.72 FEET;

THENCE SOUTH 84 DEGREES 57 MINUTES 45 SECONDS EAST, 66.13 FEET;

THENCE SOUTH 84 DEGREES 53 MINUTES 47 SECONDS EAST, 2283.89 FEET;

THENCE NORTH 00 DEGREES 46 MINUTES 24 SECONDS EAST, 133.52 FEET;

THENCE NORTH 68 DEGREES 36 MINUTES 14 SECONDS EAST, 208.06 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF MOSQUITO CREEK;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

1. SOUTH 01 DEGREE 30 MINUTES 51 SECONDS EAST, 693.39 FEET;
2. SOUTH 13 DEGREES 20 MINUTES 39 SECONDS WEST, 820.61 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

THENCE ALONG SAID EAST LINE, SOUTH 00 DEGREES 46 MINUTES 21 SECONDS WEST, 517.46 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 30;

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND IT'S SOUTHERLY PROLONGATION, SOUTH 00 DEGREES 48 MINUTES 03 SECONDS WEST, 3963.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 420.2 ACRES, MORE OR LESS.

Prepared by: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, IA 51503 (712) 328-4620
Return to: City Clerk, 209 Pearl Street, Council Bluffs, IA

ORDINANCE NO. 5968

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.02.040 OF THE 2005 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY CHANGING THE DISTRICT DESIGNATION OF CERTAIN GROUNDS, PREMISES AND PROPERTY BETWEEN THE MISSOURI RIVER AND INTERSTATE 29, NORTH OF THE SOUTHERLY MOST CORPORATE LIMIT LINE, IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, FROM ITS PRESENT DESIGNATION AS A-1/OPEN SPACE, A-2/PARKS, ESTATES AND AGRICULTURAL, AND I-2/GENERAL INDUSTRIAL, TO I-3/HEAVY INDUSTRIAL, AS SET FORTH AND DEFINED IN CHAPTERS 15.04, 15.05, 15.21, AND 15.22 OF THE 2005 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.040 of the 2005 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by changing the district designation of certain grounds, property and premises generally located between the Missouri River and Interstate 29, north of the southerly most corporate limit line, as follows:

Tract 1, from I-2/General Industrial to I-3/Heavy Industrial;
Tract 2, from A-2/Parks, Estates and Agricultural to I-3/Heavy Industrial; and
Tract 3, from A-1/Open Space to I-3/Heavy Industrial.

See attachments for complete legal descriptions.

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Effective Date. This ordinance shall be in full force and effect from and after its final passage, approval and publication, as by law provided.

PASSED
AND _____, 2008
APPROVED

THOMAS P. HANAFAN Mayor

Attest: _____
JUDITH RIDGELEY City Clerk

FIRST CONSIDERATION: January 28, 2008

SECOND CONSIDERATION: _____

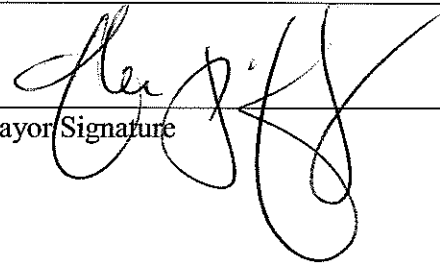
PUBLIC HEARING: _____

THIRD CONSIDERATION: _____

Council Communication

Department: Parks, Recreation and Public Property Department Case/Project No. Applicant: Ronald Hopp	Ordinance No. <u>5969</u> Resolution No.	Council Action: <u>1/28/2008</u>
Subject/Title		
City Council consideration of raising fees associated with the operation of recreation leagues and tournaments, swimming pools, and golf.		
Background/Discussion		
The Parks, Recreation and Public Property Commission, at their December 11, 2007 and January 8, 2008 meetings, recommended adoption of the attached fees.		
Justification of increases:		
<ul style="list-style-type: none">• Fuel, labor and utility costs have increased significantly.• Requests for higher quality and more responsive service have increased at the Recreation Complex.• Minimum wage increase.• Expenses related to youth sport programs have increased.		
Recommendation		
I recommend approval of the fee increases.		

Department Head Signature



Mayor Signature

7B

GOLF FEE PRICE COMPARISON SHEET

2008

<u>WEEKDAY RATES</u> (P/P)		<u>DODGE RIVERSIDE</u>	<u>OMAHA MUNICIPALS</u>	<u>FOX RUN</u>	<u>SHORELINE</u>
18 HOLES W/CART		30.00	30.00		30.00
18 HOLES WALKING		20.00	18.00		18.50
9 HOLES W/CART		21.00	19.50		20.00
9 HOLES WALKING		14.00	12.00		12.50
18 HOLES W/CART	(SENIOR)	21.00	19.50		19.25
18 HOLES WALKING	(SENIOR)	14.00	12.00		13.25
9 HOLES W/CART	(SENIOR)	17.00	19.50		19.25
9 HOLES WALKING	(SENIOR)	12.00	12.00		12.50
18 HOLES WALKING	(JUNIOR)	12.00	19.50		19.25
9 HOLES WALKING	(JUNIOR)	7.00	12.00		12.50
9 HOLES W/CART	(LEAGUE)	21.00	19.50		20.00
9 HOLES WALKING	(LEAGUE)	14.00	12.00		12.50
18 HOLES W/CART	(OUTING)	28.00	N/A	N/A	N/A
9 HOLES W/CART	(OUTING)	20.00	N/A	N/A	N/A

WEEKEND RATES (P/P)

18 HOLES W/CART		35.00	36.00		36.50
18 HOLES WALKING		24.00	24.00		25.00
9 HOLES W/CART		24.00	22.50		22.50
9 HOLES WALKING		16.00	15.00		15.00
18 HOLES W/CART	(OUTING)	33.00	N/A	N/A	N/A
9 HOLES W/CART	(OUTING)	23.00	N/A	N/A	N/A

ORDINANCE NO. 5969

AN ORDINANCE to amend Chapter 2.08 "Schedule of Fees" of the 2005 Municipal Code of Council Bluffs, Iowa, by amending Section 2.08.070 "Parks and Recreation Fees and Charges", increasing fees to address the rising costs of maintenance and fuel, and future improvements.

BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

SECTION 1. That Chapter 2.08 "Schedule of Fees" of the 2005 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by repealing Section 2.08.070 "Parks and Recreation Fees and Charges" and enacting a new section to be codified the same, to read as follows:

2.08.070 Parks and Recreation Fees and Charges.

Dodge Riverside Golf Course (All fees include tax)

Weekday Rates (Per Person)

18 Holes w/Cart	29.00 <u>30.00</u>
18 Holes Walking	20.00

9 Holes w/Cart	20.00 <u>21.00</u>
9 Holes Walking	14.00

18 Holes w/Cart (Senior)	20.00 <u>21.00</u>
18 Holes Walking (Senior)	13.00 <u>14.00</u>

9 Holes w/Cart (Senior)	16.00 <u>17.00</u>
9 Holes Walking (Senior)	11.00 <u>12.00</u>

18 Holes Walking (Junior)	11.00 <u>12.00</u>
9 Holes Walking (Junior)	6.00 <u>7.00</u>

9 Holes w/Cart (League)	20.00 <u>21.00</u>
9 Holes Walking (League)	14.00

18 Holes w/Cart (Outing) (Merchandise fee)	27.00 <u>28.00</u>
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9 Holes w/Cart (Outing) (Merchandise fee)	19.00 <u>20.00</u>
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Weekend Rates (Per Person)

18 Holes w/Cart	33.00 <u>35.00</u>
18 Holes Walking	22.00 <u>24.00</u>
9 Holes w/Cart	22.00 <u>24.00</u>
9 Holes Walking	16.00
18 Holes w/Cart (Outing) (Merchandise fee)	31.00 <u>33.00</u>
9 Holes w/Cart (Outing) (Merchandise fee)	21.00 <u>23.00</u>

- Seniors are considered to be 60 years of age or older.
- Juniors are considered to be 17 years of age or younger.
- Carts are required for all outings
- Holiday rates are the same as weekend rates
- Senior and Junior rates are not available on weekends or holidays

*Special rates may be offered based upon weather, course conditions, or time of year. Examples include, but are not limited to Fall rates, afternoon rates, twilight rates, and are subject to Parks and Recreation Director approval.

Published outing fee will be \$31.00 per person, including cart, for outings with 32 or more on weekends, and \$27.00 on weekdays. Outings less than 32 will be the normal green fee rate. The published outing fee will be negotiable based upon size, time of day, time of year, or day of week, subject to Parks and Recreation Director approval.

Westwood Park Golf Course (All fees include tax)

Weekday and Weekend Rates (Per Person)

18 Holes Walking	11.00
9 Holes Walking	8.00
18 Holes Walking (Senior)	9.00
9 Holes Walking (Senior)	6.00
18 Holes Walking (Junior)	9.00
9 Holes Walking (Junior)	6.00

- Seniors are considered to be 60 years of age or older.
- Juniors are considered to be 17 years of age or younger.
- There are no motorized carts at Westwood
- Senior and Junior rates are available on weekends or holidays

Dodge Park/Westwood - Summer Junior Pass

Westwood Golf Course Only 1 child 2 children 3 or more

\$ 45.00 \$ 75.00 \$ 95.00

Dodge & Westwood G.C. 100.00 150.00 180.00

Juniors are considered to be 17 years of age or under or still in High School

Passes good from June 1 – August 31

Passes not good on weekends or holidays and only one round per day per course

Camp Adventure (Weekly Fees – includes tax)

One Child in Family	115.00
Two Children in Family	210.00
Each Additional after Two	95.00
One Child – Three Day Week	90.00
Two Children – Three Day	160.00
Each Additional – Three Day	70.00

Outdoor Water Park Fees (All fees include tax)

Pirate Cove Water Park

Admission without slide	4.00
Admission with slide	5.00
10 Swim Punch Card (slide)	40.00
10 Swim Punch Card (w/o slide)	30.00
Swim-under-the-lights (slide)	5.00
Swim-under-the-lights (w/o slide)	4.00
Season Pass (five or less)	175.00
Additional family member	20.00 <u>35.00</u>
Family night – per person	2.00
Swim Lessons	25.00

Katelman Water Park

Admission	4.00
10 Swim Punch Card	30.00
Swim-under-the-lights	4.00
Season Pass (five or less)	175.00
Additional family member	20.00 <u>35.00</u>
Family night – per person	2.00
Swim Lessons	25.00

Municipal Indoor Swimming Pool/YMCA

	Member	Non-Member
Swim Lessons (per session)		
Summer – 5 week	22.00	38.00
Summer – 6 week	26.00	45.00
Day classes	34.00	61.00

Swim Passes 3 Months

Adult	75.00
Senior adult	55.00
Family	140.00
Day Pass	
Youth	3.00
Adult	7.00
Family	10.00

Adult Softball (Team Fee):

Single Game League	275.00
Double Header League	400.00
Two Night Double Header League	600.00
Fall League	150.00

Instructional Youth Baseball and Softball (Individual Fee):

Blast Ball, Tee Ball, Buddy Baseball, Co-Ed and Girls Infield Machine Pitch	20.00- 25.00
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Youth Fast Pitch and Baseball (Team Fee):

Junior Fast Pitch	350.00
Senior Fast Pitch	390.00
10 and Under	350.00
12 and Under	350.00
14 and Under	390.00

Tournament Field and League Rental Fees

Youth and Adult Softball and Baseball	32.10/field/day 10.70/team
	26.75/field for lights.

Soccer Tournament Field and League Rental Fees

~~U6: \$ 21.40/field — U8: \$32.10/field — U10: \$42.80/field — U12/U13: \$53.50 field
\$10.70/per team~~

Non-CBRC Field Rental Fees

Baseball and softball fields	50.00/field/day (no team fees)
Lights	60.00/field/day

Council Bluffs Recreation Complex Rental Fees

Baseball/Softball

Fields #1-6, 10	70.00/day
Fields #7, 8, 9	100.00/day

Baseball/Softball – Lights

Fields #1-6, 10	60.00/day
-----------------	-----------

<u>Fields #7, 8, 9</u>	80.00/day
<u>Tournament Fee (6+ fields/day)</u>	
<u>Monday-Thursday</u>	300.00/day
<u>Friday-Sunday</u>	600.00/day
<u>Soccer Fields</u>	
<u>U12 13/14</u>	70.00/field/day
<u>U10</u>	45.00/field/day
<u>U8</u>	35.00/field/day
<u>U6</u>	25.00/field/day
<u>Soccer Team Fee</u>	15.00/team
<u>Tournament Fee</u>	500.00
<u>Field Reconfiguration Fee</u>	500.00
<u>CBYSA Game Fee</u>	10.00/game
<u>Practice Permits</u>	
For parks and recreation league teams, fees are:	
½ Soccer Field, Baseball Field, Tennis Court	3.50
Entire soccer field	5.00
For non-Parks and Recreation league teams, fees are:	
½ Soccer Field, Baseball Field, Tennis Court	7.00
Entire soccer field	14.00
<u>Games</u>	
CBYSA, ENSA, and NSL field rental for soccer	
Games	5.35/game
<u>Tennis Tournaments</u>	
Adult singles	20.00
Adult doubles	24.00
Junior singles	15.00
Junior doubles	20.00
<u>Jr. Tennis Lessons</u>	
	<u>1 Child</u> <u>2 or more children in family</u>
1 session (5 weeks)	55.00 49.00/child
2 sessions (10 weeks)	98.00 45.00/child/session
<u>Adult Indoor Volleyball</u>	65.00/team
<u>Adult Sand Volleyball</u>	65.00/team
<u>Youth Sand Volleyball</u>	32.00/person

Bayliss Park Rental Fees:

Park (non-performance area) with or without electricity	50.00/2hours
Performance area	100.00/2 hours
Performance area with sound system	150.00/2 hours

*In addition to these fees, for some events the Director of Parks and Recreation shall collect a security deposit along with the permit fees to cover any negative impact an event may have on the park or its improvements. Proof of insurance may be required if deemed appropriate by the Director.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. This is Ordinance No. 5946, Section 1 (2007).

SECTION 4. SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions, shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

PASSED
AND _____, 2008
APPROVED

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

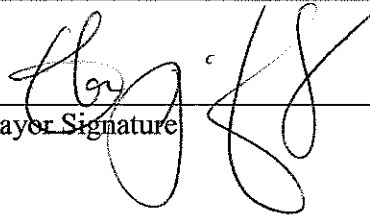
First Consideration: January 28, 2008
Second Consideration: _____
Public Hearing: _____
Third Consideration: _____

Council Communication

Department:	Ordinance No.	Date: <u>January 14, 2008</u>
Case/Project No.	Resolution No. <u>07-459</u>	
Applicant.		
Subject/Title		
A RESOLUTION authorizing the Mayor to execute an Agreement with the Historical General Dodge House, Inc. and the Historic General Dodge House Foundation, Inc.		
Background/Discussion		
The City currently makes a \$70,000 annual appropriation to the Dodge House to assist in the restoration, preservation and operation of the property. An agreement has been prepared to make the annual appropriation to the Foundation rather than Dodge House. Additional information is contained in a letter from Jack Ruesch, a member of both boards.		
Recommendation		
Authorize the Mayor to enter the agreement between the City, Historical General Dodge House, Inc. and the Historic General Dodge House Foundation, Inc.		

Submitted by: Dick Wade, City Attorney

Mayor Signature



8A

December 3, 2007

Richard Wade
City Attorney
City Hall
209 Pearl Street
Council Bluffs, IA 51503

RE: *Dodge House/Dodge Foundation/City Agreement*

Dear Dick:

In the past year, the Historic General Dodge House Foundation, Inc. has been organized. It intends to solicit funds from the public in order to provide an endowment for the Dodge House and to provide funds for various special projects at the house. Both the Foundation and the Historic General Dodge House, Inc. are deemed to be public charities pursuant to Internal Revenue Code Section 501(c)(3). As you know, the Historic General Dodge House, Inc. is charged with maintaining and operating the property. The Dodge House itself is owned by the City of Council Bluffs. In its capacity as owner, the City has made an annual appropriation to the Historic General Dodge House, Inc. for many years. The annual appropriation is currently \$70,000.00.

Both The Dodge House Board of Directors and The Dodge House Foundation Board of Directors believe it would be appropriate if the annual appropriation was directed to the Foundation, rather than to The Historic General Dodge House, Inc. In turn, the foundation agrees that it should make a grant each year to The Historic General Dodge House, Inc. to be used specifically for operating expenses.

The foregoing is set forth in an Agreement, which I am enclosing. This Agreement has been approved by both The Historic General Dodge House Foundation, Inc. and The Historical General Dodge House, Inc. We would appreciate it if this Agreement could also be submitted to the City Council for its consideration and approval.

Please let me know if you have any other questions. I will plan on attending the study session to answer any questions.

Sincerely,

Jack E. Ruesch
jruesch@telbnerlaw.com

RESOLUTION NO. 07-459

A RESOLUTION authorizing the Mayor to execute an Agreement with the Historical General Dodge House, Inc. and the Historic General Dodge House Foundation, Inc.

WHEREAS, the City owns the Historic General Grenville M. Dodge House located at 605 3rd Street and the adjacent Historic Beresheim House; and

WHEREAS, to assist with the restoration, preservation and operation of the General Dodge House, the City currently makes an annual appropriation to the Historical General Dodge House, Inc.; and

WHEREAS, it would be appropriate and consistent with the objectives of the parties if the City would make the annual appropriation to the Foundation rather than the Dodge House;

WHEREAS, the Foundation agrees to make a yearly grant to the Dodge House to be used specifically for operating expenses.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the Mayor is hereby authorized to execute an agreement with the Historical General Dodge House, Inc. and the Historic General Dodge House Foundation, Inc. to make the annual appropriation to the Foundation rather than the Dodge House.

ADOPTED

AND

APPROVED January 28, 2008

THOMAS P. HANAFAN

Mayor

Attest:

JUDITH RIDGELEY

City Clerk

AGREEMENT

This agreement is made by and between the City of Council Bluffs, Iowa (City) and the Historical General Dodge House, Inc. (Dodge House) and the Historic General Dodge House Foundation, Inc. (Foundation) as follows:

1. The City owns the Historic General Grenville M. Dodge House located at 605 3rd Street in Council Bluffs, and also the adjacent Historic Beresheim House. The General Dodge House is designated as a National Historic Landmark.
2. Dodge House is an Iowa Non-Profit Corporation, qualified under Section 501(c)3 of the United States Internal Revenue Code.. Its primary purposes are to assist the City in the restoration, preservation and operation of the General Dodge House. Dodge House is responsible for the day-to-day operations of the property.
3. In order to assist Dodge House in fulfilling its purposes, the City makes an annual appropriation to Dodge House. Currently the annual appropriation is in the amount of \$70,000.00.
4. Foundation is an Iowa Non-Profit Corporation which is also qualified as a public charity within the meaning of §501(c)3 of the United States Internal Revenue Code. The stated purpose of the Foundation is to preserve the Historic General Dodge House and to extend its legacy into the 21st Century through educational, cultural and historical mediums that promote community pride and attract tourism. The Foundation intends to seek grants and donations to fulfill its purposes.
5. The parties hereto agree that it would be appropriate and consistent with the objectives of the parties if the City would make the annual appropriation to Foundation rather than Dodge House.
6. In consideration for this agreement, Foundation agrees to make a grant each year to Dodge House to be used specifically for operating expenses. The parties agree that it is not otherwise the intention of Foundation to subsidize the regular operating expenses of Dodge House.

Dated: _____

City of Council Bluffs, Iowa

By: _____
Thomas P. Hanafan, Mayor

Dated: _____

Historic General Dodge House, Inc.

By: _____
Kim McKeown, President

Dated: _____

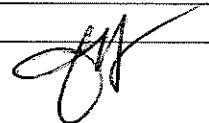
Historic General Dodge House
Foundation, Inc.

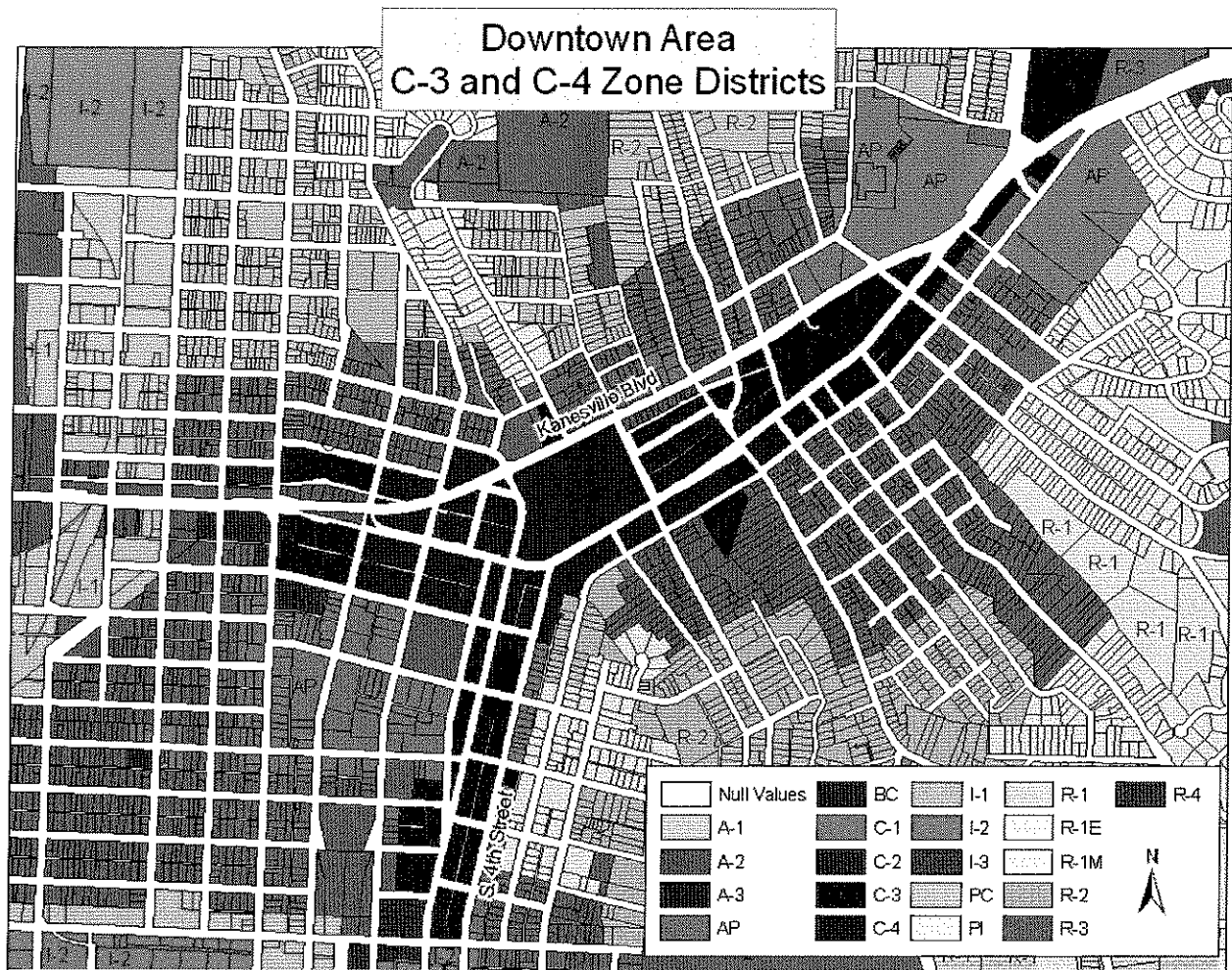
By: _____
Kate Cutler, President

Council Communication

Department: Community Development Case No. MIS-08-001 Applicant: Community Development & Public Works Department	Resolution No. <u>08-21</u>	City Council: January 28, 2008 Planning Commission: January 8, 2008
Subject/Title – Adopt the <i>Policy and Procedures for Allowing Intrusions into the Public Pedestrian Way in the C-3 and C-4 Districts</i> .		
Background/Discussion The Community Development Department and the Public Works Department are proposing a policy to allow review of requests for intrusions into the pedestrian ways in and around the downtown area in the C-3 and C-4 zone districts. The primary purpose of the policy is to assist in the renovation of existing structures in downtown. Many of these structures occupy the entire parcel or have limited space on private property to adequately construct pedestrian entrances and ramps. Such improvements are necessary to address grade differences between the sidewalk and the first floor of most structures. The policy document sets out the purpose, guidelines and procedure for reviewing and implementing the granting of easements to allow the intrusions into the pedestrian component of a public right-of-way provided that certain conditions are met. The following intrusions are considered within the policy: <ol style="list-style-type: none">1. Entrances to buildings which make the structure ADA accessible; and2. Entrances/Entryways to existing buildings.		
Recommendation: The Community Development Department recommends adoption of the <i>Policy and Procedures for Allowing Intrusions into the Public Pedestrian Way in the C-3 and C-4 Districts</i> , as shown in Attachment A.		
Public Hearing Gayle Malmquist, Community Development Department and John LaBounty, 109 Pearl Street appeared before the Planning Commission in favor of the request. No one appeared in opposition.		
Planning Commission to City Council The Planning Commission recommends adoption of the <i>Policy and Procedures for Allowing Intrusions into the Public Pedestrian Way in the C-3 and C-4 Districts</i> as presented in 'Attachment A'.		
VOTE: Aye 8 Nay 0 Abstain 0 Absent 2 Vacant 1 Motion Carried.		
Attachment A: <i>Policy and Procedures for Allowing Intrusions into the Public Pedestrian Way in the C-3 and C-4 Districts</i> .		
Attachment B: Zoning map of the downtown area Districts.		
Prepared by: Rose Brown, Urban Planner, Community Development Department		

8B





**POLICY AND PROCEDURES FOR
ALLOWING INTRUSIONS INTO THE PUBLIC PEDEDSTRIAN
WAY IN THE C-3 AND C-4 DISTRICTS**

PREPARED BY

Community Development Department
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

ADOPTED BY

City Planning Commission
January 8, 2008

ADOPTED BY

City Council

_____, 2008

SECTION I - INTRODUCTION

Purpose

This policy has been created to assist residents, city staff, the City Planning Commission and the City Council in reviewing requests to allow intrusions into the public pedestrian way in the C-3 and C-4 districts by conveying rights of easement located within the public right-of-way. This policy will implement the following objectives:

1. To provide due process and citizen participation in the application and review process allowing certain intrusions into the public right-of-way without the need for right-of-way vacations.
2. To limit intrusions into the public right-of-way that would adversely effect the public's safe use of public sidewalks and other public pedestrian ways in the downtown area.
3. To protect all existing and proposed public utilities located in the right-of-way and to maintain necessary utility easements.
4. To maintain appropriate right-of-way width that will accommodate adequate pedestrian circulation.
5. To accommodate reasonable requests to improve public access to buildings.

SECTION II – APPLICATION PROCESS

Application

Requests for conveyance of a property right through easement to allow intrusion into the public pedestrian way shall be submitted to the Community Development Department, along with the required fee as set forth in the prevailing schedule of fees adopted by the City Council. All requests for easements allowing intrusion(s) into the pedestrian way shall include 1) a complete application on a form prepared by the Community Development Department, 2) an exhibit prepared and signed/sealed by a land survey licensed in the state of Iowa, legally describing the easement area requested and 3) sufficient plans and details to review the request.

SECTION III – REVIEW PROCESS

Department and Utility Notification

Upon receipt of the completed application and all necessary attachments, the Community Development Department shall notify appropriate City departments and utilities for comment.

Guidelines

This policy is not intended to supersede other City Code sections, but is intended to allow for typical uses and/or treatments which are customary in urban downtown settings. Intrusions are intended for improvements to existing buildings and are not allowed for new building construction on vacant land. The modifications made to the entryway of a building, as considered by the policy, is not intended to afford the applicant additional enclosed space for residential or commercial uses, but is intended to improve access otherwise not available in the current setting. The following intrusions may be considered:

1. Entrances to buildings which make the structure ADA accessible; and
2. Pedestrian entrances/Entryways to buildings to address grade differences between the building's first floor level and the sidewalk. Basements shall not be considered as the building's first floor level.

The following general requirements apply to all intrusions allowed under this policy. Additional regulations, if applicable are located below.

1. Intrusions cannot block access to underground utility vaults or prevent access to utility meters, safety switches/valves or other critical mechanics.
2. Shall not interfere or cause damage to public fixtures including parking meters, streetlights or public landscaping including tree plantings.
3. Shall not diminish the public's enjoyment and use of the public pedestrian way.
4. A minimum of 6 feet of unobstructed traveled way shall remain between the planned intrusion and any/all parking meter, streetlight or other public fixture.
5. The planned intrusion shall be limited to right-of-way immediately adjacent to the applicant's premises.
6. No signage or advertising is allowed on the planned intrusion.
7. Required handrails shall be metal, 30-inches to 38-inches in height and painted a dark neutral color. Chain link, plastic and wood materials shall not be allowed.

Additional requirements for entrances to buildings which make the structure ADA accessible:

1. Ramps and entryways shall be constructed with an attractive masonry base consistent with the architecture/materials of the existing structure.

Additional regulations for entrances/entryways to buildings:

1. Intrusions allowing access to buildings shall be appropriately identified with a railing or other like structure to avoid tripping hazards within the pedestrian way.

Property Owner Notification

The Community Development Department shall notify all title holders and contract purchasers abutting the requested easement. The written notification shall include a location map and legal description of the requested easement, the time and place of the Planning Commission public hearing and request for comment.

Report Preparation

Upon receipt of department, utility and property owner comments and review of the above stated guidelines, a staff report shall be prepared by the Community Development Department. This staff report shall include general information on the request and all comments from departments, utilities, and property owners. This information combined with existing guidelines shall be included in the staff report. Based upon these comments, the Community Development Department will develop a recommendation for Planning Commission and City Council consideration. All staff reports will be forwarded to the applicant and Planning Commission members prior to Planning Commission public hearing.

SECTION IV – CITY PLANNING COMMISSION REVIEW

City Planning Commission Public Hearing

Upon receipt of application form and all necessary attachments, the Community Development Department shall establish file reference number and schedule the request for the next available Planning Commission meeting agenda. Legal notification of public hearing shall be made as required by Iowa Code.

Applicant and Public Participation

The most recently adopted rules of procedure shall govern the conduct of public hearings held before the Planning Commission. These procedures are hereby made part of this policy by reference.

City Planning Commission Review

Upon hearing all comments in favor and against the request, the Planning Commission shall adjourn the

public hearing and take action on the case. The Planning Commission shall consider the staff report and public hearing comments and formulate a recommendation to the City Council. In making its recommendation, the Planning Commission shall determine the merits of the request and shall consider the impact and effect of the proposal. The Planning Commission may make additional findings of fact that are deemed appropriate and may make recommendations requiring modification of the request.

SECTION V – CITY COUNCIL REVIEW

City Council Public Hearing

Upon completion of the Planning Commission review, the Community Development Department shall incorporate the Planning Commission recommendation into the staff report. The staff report will be forwarded to the City Council to set a public hearing in the manner set out in 354.23 and 364.7 of the Iowa Code. Upon the establishment of a date for public hearing, the City Clerk shall make legal notification in the manner prescribed by law.

City Council Review

Upon hearing all comments in favor and against the request, the City Council shall close the public hearing and render a decision on requested easement. The City Council shall consider the staff report and recommendation, Planning Commission recommendation and findings of fact and public hearing comments. If the City Council approves the requested easement a finding that the easement will not adversely impact the public's use of the pedestrian way shall be made. The City Council shall approve the request for easement by resolution. The City Council shall have the right to revoke or modify said easement following public hearing.

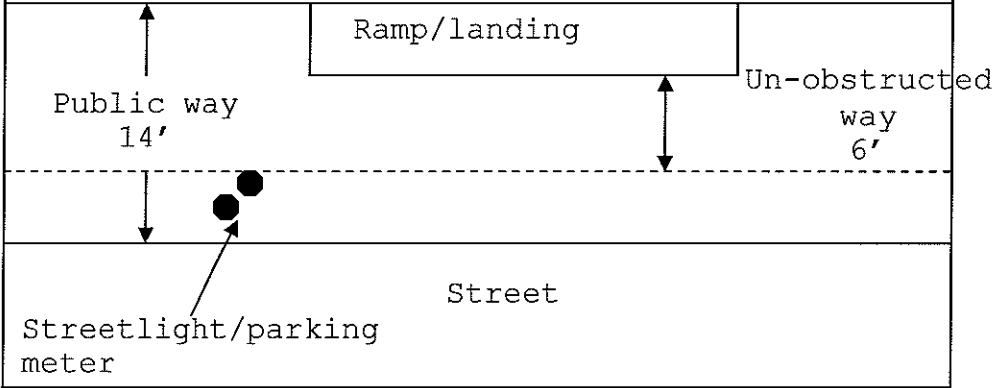
SECTION VI – CONVEYENCE PROCEDURES

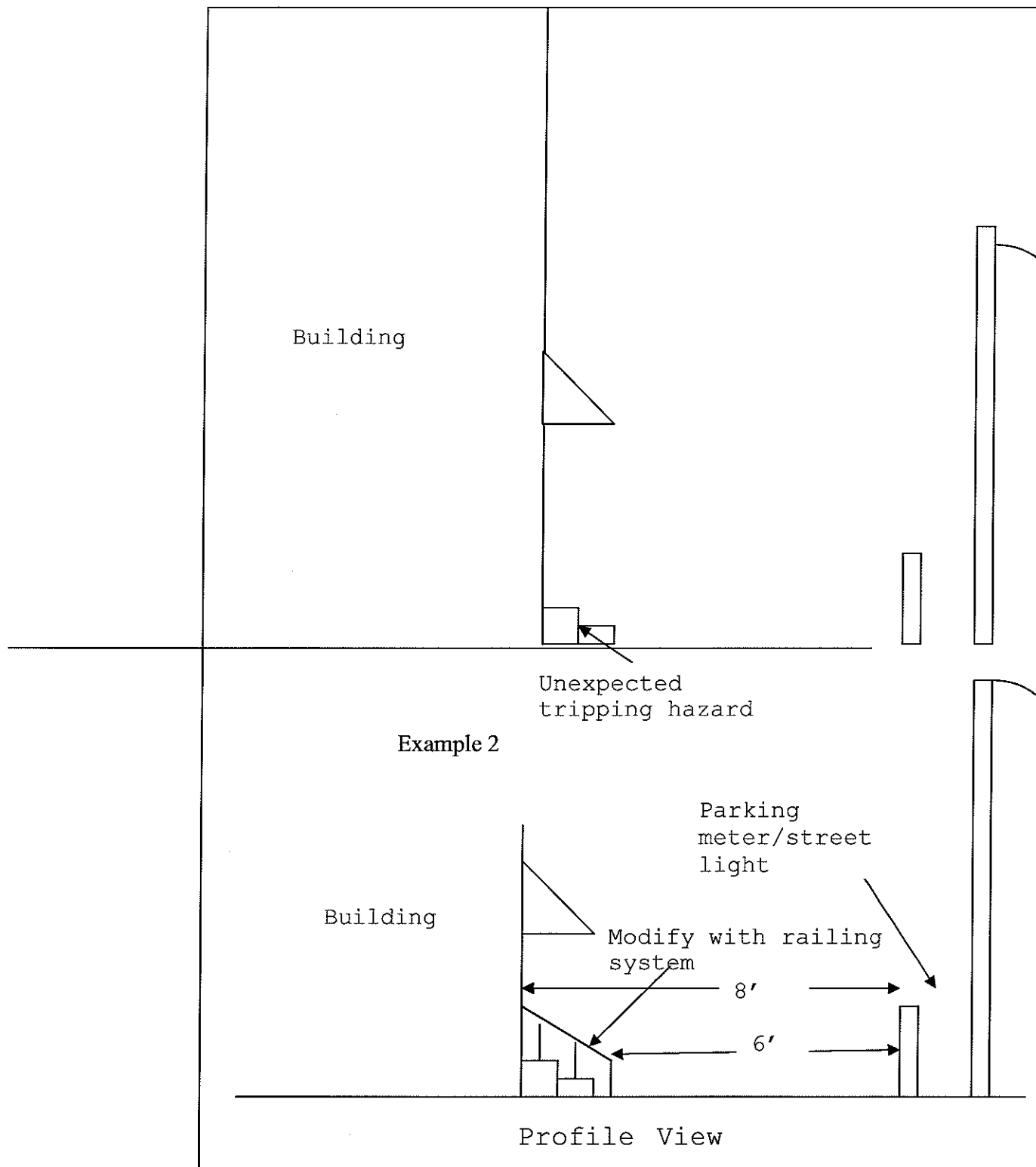
The City shall convey the easement to the property owner of record and all successors in interest through the easement instrument (resolution) approved by the City Council. Said easement shall be granted permanent or for a term as approved by the City Council. The value of the easement shall be established by the City Council. Said resolution shall include a plat of survey clearly identifying the easement area, prepared, signed and sealed by a surveyor licensed in the State of Iowa. Upon approval, the resolution shall be recorded with the Pottawattamie County Recorder's Office. A standard resolution format for a conveyance of an easement is illustrated in Exhibit "A".

The resolution shall include the property owners to whom the easement is being conveyed along with corresponding description of each easement being conveyed. Chapter 354.23 of the Iowa Code allows a city to convey property by resolution, rather than a deed of conveyance. However, the resolution must conform to Section 354.23 of the Iowa Code. A recorded resolution which conforms to this section is equivalent to a deed of conveyance and the resolution shall be filed and indexed as a conveyance by the recorder and auditor. Upon City Council approval, the City Clerk shall forward the resolution and corresponding plat of survey to the Pottawattamie County Recorder's Office.

Primary Structure

Example 1





Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 328-4616

RESOLUTION NO. _____

A RESOLUTION OF INTENT TO DISPOSE OF A PROPERTY RIGHT AND GRANT AN EASEMENT
_____, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE
COUNTY, IOWA.

WHEREAS, the _____ requests an easement described as shown on
the attached plat of survey lying _____; and

WHEREAS, this City Council hereby declares its intent to dispose of a property right and grant an
easement.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That this City Council hereby declares its intent to dispose of a property right and grant an easement on the
above described City property; and

BE IT FURTHER RESOLVED

That a public hearing on the City's intent to grant an easement is hereby set for _____.

ADOPTED
AND
APPROVED: _____, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith H. Ridgeley, City Clerk

Planning Case #

RESOLUTION NO. _____

A RESOLUTION TO GRANT AN EASEMENT AND CONVEY CERTAIN PROPERTY RIGHTS
_____, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY,
IOWA.

WHEREAS, following public hearing and having given careful study to the proposal, the City Council determines that city-owned property described 'Exhibit A' located in the City of Council Bluffs, Pottawattamie County, Iowa, is of limited benefit to the public and an easement can be granted; and

WHEREAS, pursuant to Iowa Code Section 354.23, the City Council declares its intent to dispose of this easement on City right-of-way by granting and conveying an interest in it to the abutting property owner(s); and

WHEREAS, City of Council Bluffs, a municipal corporation of the State of Iowa, and its agents, contractors and assigns, a permanent easement for ROW encroachment improvement for the purposes of constructing, reconstructing, repairing, and maintaining a ROW encroachment improvement together with necessary appurtenances thereto, in, to, on, over, and across the following described real estate see exhibit "A" easement plat.

WHEREAS, this easement conveyance is subject to the reservation of the following terms and conditions:

Erection of structures prohibited: grantee or successors or assigns shall not erect any structure over or within the easement area without obtaining prior written consent of the city engineer,

Change of grade prohibited: grantee or successors or assigns shall not change the grade, elevation, or contour of any part of the easement area without obtaining the prior written consent of the city engineer,

Right of access: grantee shall have the right of access to the easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the easement area described.

Removal and Replacement: The cost of removal and replacement of any unauthorized improvement or structure within the easement area, necessitated by the exercise of the rights under this easement, shall be borne by the grantee or their successors or assigns.

Duty to repair: grantee or successors or assigns agrees that any Curb, walk or other city improvement outside of the easement area which may be damaged as a result of any entry made through the exercise of the grantee's right of access shall be repaired at no expense to the grantor.

Duty to Maintain: grantee or successors or assigns agrees that any row encroachment improvement must be maintained in good working order for its intended use. Maintain shall include ensuring improvement is not in violation of the municipal code.

Indemnity: Grantee hereby agrees to indemnify and hold Grantor harmless from and against any and all loss, damage, or liability they may sustain by virtue of the activities of the grantee conducted pursuant to this easement on the property owned by grantor.

WHEREAS, Grantor Reservation: Grantor reserves the right to use the Easement Area for the maintenance of any and all utilities equipment presently in place, and for such reconstruction, re-emplacement and repair thereof which said Grantor and its licensees and/or franchise grantees

may in the future deem necessary and proper and for the removal of any improvements emplaced thereon by the grantees, or their successors or assigns, necessitated by the reconstruction, re-emplacment, or repair of such utilities, such removal to be at the sole expense of grantees or their successors or assigns and without cost to the grantor, its licensees and/or franchise grantees, and without obligation to repair or replace such improvements, and subject to any and all other easements and right-of-way of record and those not of record

WHEREAS, Easement Sunset: this easement shall be deemed to run with the land and shall be binding on grantor and grantor's successors or assigns with granting annually, automatically renewed unless either party desires a change in the easement. Annual renewal anniversary shall be considered this instrument county filing date. Release of Easement shall be required by grantor if city finds either 1) failure of the grantee to abide by the ROW encroachment terms and conditions, 2) ROW encroachment improvement is no longer used for its intended use. Release of Easement shall be required by grantor if City Council finds either sunset condition is met.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the easement, as described on 'Exhibit A' subject to the conditions of above, is on city right-of-way and is hereby granted and conveyed as follows:

_____, and all successors in interest: Easement area as shown on 'Exhibit A' for the sum of \$_____.

BE IT FURTHER RESOLVED

That the Mayor and the City Clerk be and are hereby authorized, empowered and directed to record a resolution along with a plat of survey granting an easement and conveying the City's interest in the above-described property for the consideration of the sum above; and

BE IT FURTHER RESOLVED

That the City Clerk is directed to deliver this resolution and attached documents to the County Recorder according to Iowa Code 354.23.

ADOPTED

AND

APPROVED: _____, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith H. Ridgeley, City Clerk

STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

On this ____ day of _____, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Thomas P. Hanafan and Judith H. Ridgeley, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Thomas P. Hanafan and said Judith H. Ridgeley, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public in and for said State

Planning Case #

RESOLUTION NO. 2008-21

A RESOLUTION ADOPTING A POLICY AND PROCEDURE FOR ALLOWING INTRUSIONS INTO THE PUBLIC PEDESTRIAN WAY IN THE C-3 AND C-4 DISTRICTS.

WHEREAS, The renovation of existing structures in downtown is important to the vitality of the community; and

WHEREAS, Many structures located in the C-3 and C-4 Districts do not have adequate space on private property to construct pedestrian ramps which are compliant with current code requirements or to make improvements that are necessary to address grade differences between the sidewalk and first floor of structures; and

WHEREAS, The policy document sets out the purpose, guidelines and procedure for reviewing and implementing the granting of easements to allow intrusions into the pedestrian component of a public right-of-way provided that certain conditions are met; and

WHEREAS, It is the recommendation of the Community Development Department and the Planning Commission to adopt said policy and procedure to allow certain encroachments into the public pedestrian way.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That the Policy and Procedure for Allowing Intrusions into the Public Pedestrian Way in the C-3 and C-4 District is hereby adopted.

ADOPTED
AND
APPROVED January 28, 2008

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

Council Communication

Department: Human Resources	Ordinance No. Resolution No. <u>08-22</u>	Council Action: <u>01/28/2008</u>
Case/Project No.		
Applicant.		
Subject/Title		
Approval of Three Year Contract between the City of Council Bluffs and the International Association of Firefighters (IAFF), Local 15.		
Background/Discussion		
<p>The City has reached tentative agreement with the Fire Union employees on a three year contract covering the time period of July 1, 2008 through June 30, 2011. The contract affects 92 full time employees. The major economic changes in the proposed contract are described below:</p> <p>The contract terms call for an average increase of 3.75% 7-1-08; a 3.65% increase 7-1-09; and a 3.6% increase on 7-1-10 (3.15% plus 2% additional for employees with 18 year's service). The first year wage cost is projected to be \$180,000. In fiscal years 2010 and 2011 the increased wage costs are projected to be \$181,500 and \$191,500 respectively.</p> <p>Other economic items agreed to include allowing employees to put a percent of their sick leave into their Post Employment Health Plan. It is projected that this change will also have a positive impact on absenteeism and overtime costs. In addition a squad stipend of 75 cents per hour when employees serve on the ambulance will be paid.</p> <p>The City will benefit from this contract in several ways. First, a long standing disagreement with the Fire Union has been resolved. The Fire Department will now be allowed to change an employee's work hours and bring employees back to alternative duty work assignments. It has been proven that by acclimating employees back to the work environment as soon as possible, the overall time it will take an employee to return to full duty will be reduced. It is anticipated that this will have a significant impact on attendance which impacts overtime costs and the time that trucks are put out of service.</p> <p>The union has also agreed to modify prescription drug benefits to a three tiered plan that encourages use of generic drugs and requires an employee co-payment for each 30 day prescription. The co-payment for mail order drugs increases to 2 co-payments for a 90 day prescription. In addition, employees have agreed to increases in the percentage that the employee pays toward health care premiums. By the beginning of the third year employees will be paying 10% of the cost of additional dependent coverage which is projected to be a saving to the City of \$39,000. This is the equivalent of a .75% decrease in wages.</p>		
Recommendation		
Approval of this three year contract is recommended. I have prepared a resolution that will effectuate these changes		

Cindy Lynch, Director of Human Resources

Thomas P. Hanafan, Mayor

SC

RESOLUTION NO. 08-22

A RESOLUTION APPROVING A THREE YEAR LABOR CONTRACT
BETWEEN THE CITY OF COUNCIL BLUFFS AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 15

WHEREAS, the City of Council Bluffs, Iowa is a Public Employer, as defined by the Iowa Public Employment Relations Act; and

WHEREAS, the Council Bluffs International Association of Firefighters, Local 15 is an employee organization certified by the Iowa Public Employment Relations Board as the exclusive bargaining representative of a bargaining unit consisting of certain public employees employed by the City of Council Bluffs, Iowa; and

WHEREAS, the respective authorized representatives of the City of Council Bluffs and the IAFF, Local 15 have in good faith reached agreement on a proposed collective bargaining agreement concerning wages and other terms and conditions of employment; and

WHEREAS, after study and consideration, and being fully advised in the matter, this City Council deems the approval, acceptance, and ratification of the proposed collective bargaining agreement to be in the best interests of the City of Council Bluffs, Iowa:

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the terms and conditions of the proposed collective bargaining agreement for FY 2008 - 2009 and FY 2009 – 2010 and FY 2010 - 2011, between the City of Council Bluffs, Iowa and the International Association of Firefighters, Local 15, be and the same is hereby approved and ratified and the Director of Human Resources as Authorized Bargaining Representative for the City of Council Bluffs, Iowa, is hereby authorized, empowered and directed to execute the agreement.

ADOPTED AND APPROVED _____, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

Council Communication

Department: Human Resources	Ordinance No. Resolution No. <u>08-23</u>	Council Action: <u>01/28/2008</u>	
Case/Project No.			
Applicant.			
Subject/Title			
Approval of Wage & Benefit Changes for Police Supervisors (Sergeants, Lieutenant, Captains)			
Background/Discussion			
<p>Now that we have a three year labor contract with the Fraternal Order of Police, it is important that we make similar adjustments to the Police Supervisory wages and benefits. This will ensure that the proper wage and benefit differentials exist between police department ranks providing the necessary incentive for employees to take advantage of promotional opportunities. The recommended changes will apply to the 23 supervisory officers from the rank of Sergeant through Captain. The Chief is not included in this group.</p>			
	Effective 7-1-08	Effective 7-1-09	Effective 7-1-10
Wage Increase	4% increase	3.65% increase	3.65% increase
Insurance changes	30 day prescription limit; 3 tiered drug plan 2 co pays for 90 day mail order	Employee contribution increased to 7.5% of dependent medical cost	Employee contribution increased to 10% of dependent medical cost
Post Employment Health Plan		\$30/ month City contribution	\$35/month contribution
Uniform Maintenance Allowance	\$150/year		
Shift Differential	\$825/year		
<p>In addition to the changes listed above there are a couple of parity issues that have been brought to my attention. I believe it to be in the City's best interest to address these effective 7-1-08. Specifically, (1) the longevity plan provided to union employees should be applied to Police Supervisors; (2) pay provisions for call back and court time given to union employees should be extended to Police Supervisors; and (3) service requirements for step raises should be reduced from 2 years to 1 year. Some of these changes will require language changes in the Personnel Policies prior to July 1. The costs to implement these parity changes are negligible.</p>			
Recommendation			
Approval of the wage and benefit changes described above is recommended. I have prepared a resolution that will effectuate these changes			

Cindy Lynch, Director of Human Resources

8D

Thomas P. Hanafan, Mayor

RESOLUTION NO. 08-23

A RESOLUTION APPROVING CHANGES TO THE
WAGES AND BENEFITS OF POLICE SUPERVISORY STAFF
IN THE RANKS OF SERGEANT, LIEUTENANT AND CAPTAIN
FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2011

WHEREAS, There are Supervisory employees of the City of Council Bluffs, Iowa Police Department who do not bargain collectively with the City regarding wages and benefits; and

WHEREAS, it is in the best interests of the City of Council Bluffs to provide equitable treatment of all employees; and

WHEREAS, approval of the attached wage and benefit adjustments is considered to be consistent with the best interests of the City of Council Bluffs:

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the wage and benefit changes described in the attached recommendation be adopted and approved in accordance with the indicated effective dates.

ADOPTED AND APPROVED January 28, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: _____
Applicant _____

Ordinance No. _____
Resolution No. 08-24

Date: January 28, 2008

SUBJECT/TITLE

Resolution assessing unpaid costs against this property for a sanitary sewer lateral that was connected to a storm sewer illegally.

BACKGROUND/DISCUSSION

- The property was inspected by personnel of the Department of Public Works and found to have a sanitary sewer lateral connected to a storm sewer in violation of City Municipal Code Chapter 5.16, Section 045. The titleholder of record was notified by mail of the violation and given at least forty-five (45) days to abate the situation.
- Upon failure of the owner to comply with the notice the property was referred to the city legal for prosecution. A court order directed Public Works to disconnect the sanitary sewer lateral from the storm sewer and reconnect the sanitary sewer lateral to the main sanitary sewer line. The city was billed for this work and has paid the contractor. We have in turn sent a statement to the titleholder of record requesting payment of this amount plus the cost to the city for enforcing the Municipal Code. To date payment has not been received and at least ten (10) days have elapsed from the date of billing as required by City Municipal Code.
- The Council has in the past assessed all cost of sanitary sewer lateral connected to storm sewer against other properties.
- The following is the owner and description:

Donna R. Watts 3100 Avenue E
Parcel # 7544 27 306 020
Evans 2nd Bridge Addition
Lot 10 Block 21

Pott. Co. ID # 000 035 255 009257 000 000

**Disconnected Sanitary Sewer Lateral
from the Storm Sewer Main and
connected to Sanitary Sewer Main
Administration Fee 10%
Total Cost**

**\$2,300.00
\$ 23.00
\$2,323.00**


ALTERNATIVES

City Municipal Code states that these costs "may be assessed", therefore, there are two major alternatives possible.

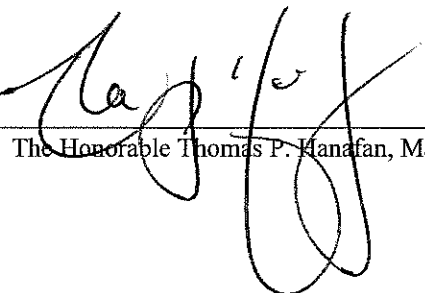
- 1). Take no action: The cost of the sanitary sewer lateral disconnected from the storm sewer and connected to the sanitary sewer main will be paid from the Emergency Sewer Repair-Sales Tax Fund.
- 2). Assess the cost to the specific property: Thus, the responsible property owner will bear the cost of failing to comply with City Municipal Code. In addition to all costs incurred, an additional 10% or \$23.00 administration fee has been added to the amount for work involved in the assessment process.

RECOMMENDATION

We recommend the Council adopt alternative (2): Assessment of all cost against the property. This resolution accomplishes this alternative.



Greg Reeder, Public Works Director/City Engineer



The Honorable Thomas P. Manafan, Mayor

RESOLUTION

NO. 08-24

- WHEREAS, Municipal Code Chapter 5.16, Section 045, passed and approved by the Council Bluffs City Council, requires all property owners within the City of Council Bluffs, Iowa to keep their sanitary sewer lateral in proper and workable condition, and to repair or replace such sewers.
- WHEREAS, the owner of the specific property was notified by certified mail and given at least forty-five (45) days to relocate the sanitary sewer lateral from the storm sewer to the sanitary sewer main, and;
- WHEREAS, the City, through its contractor, has relocated the sanitary sewer to the sanitary sewer main, and;
- WHEREAS, the cost of the sewer lateral relocation on this property has been incurred by the City and remains unpaid, and;
- WHEREAS, the City Council may have these unpaid costs assessed against the Property where sewer lateral was relocated pursuant to Chapter 5.16, Section 045 of the Municipal Code of the City of Council Bluffs, Iowa.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the unreimbursed cost incurred by the City for the relocation of the sanitary sewer lateral from the storm sewer and then connected to the sanitary sewer main upon the property be assessed against said property, and;

BE IT FURTHER RESOLVED

That the City Clerk is hereby authorized, empowered and directed to certify said property and assessments to the Pottawattamie County Treasurer to be collected in the same manner as a property tax.

ADOPTED

AND

APPROVED: January 28, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY09-05A
Applicant

Ordinance No.
Resolution No. 08-25

Date: January 28, 2008

SUBJECT/TITLE

Council consideration of a resolution accepting the bid of Leazenby Construction in the amount of \$933,975.08 for the So. 13th Street Improvements – Phase III.

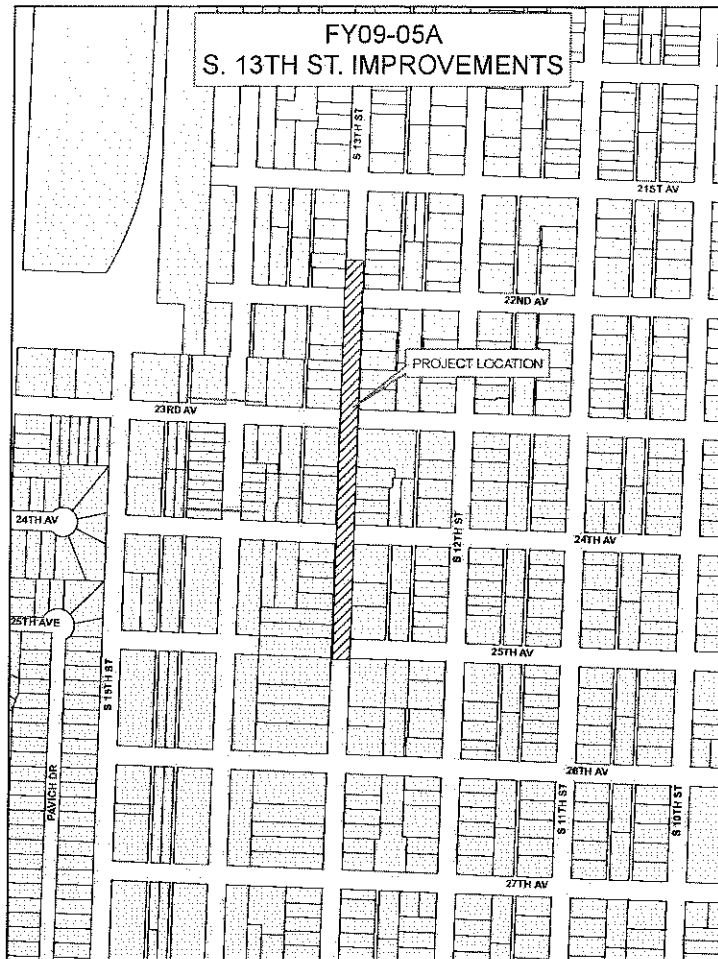
BACKGROUND/DISCUSSION

- On January 17, 2008, bids were received in the city clerk's office as followed:

Leazenby Construction, Council Bluffs, IA	\$ 933,975.08
R. D. Blue, Crescent, IA	\$ 995,616.17
MFT Construction, Council Bluffs, IA	\$1,000,856.14
L. G. Roloff Construction, Omaha, NE	\$1,057,554.43
Engineer's Opinion	\$ 930,293.00

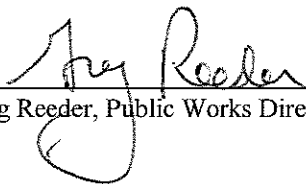
- 13th Street sanitary sewer is a major collector sewer in the system. It collects two thirds of the sewage in the Indian Creek Basin.
- The sewer directs flow to the 29th Avenue Pump Station. The pump station was replaced in 2005 – 2006. The outfall sewer from 29th Avenue Pump Station to I-80 Pump Station was replaced between 1999 and 2003.
- The 13th Street sewer starts out as a 66" inch pipe at 28th Avenue and incrementally reduces in size to Broadway where it is a 30" inch pipe. The sewer is of brick or concrete construction and is at least 50 years old.
- The sewer is in need of replacement and is programmed to be phased over several years.
- The pipe and streets will be evaluated to determine the most effective rehab method. These methods will include pipe lining (with limited street patching) or open trench excavation with street replacement.
- Phase I project was completed in 2006 and constructed a siphon under Indian Creek from 13th Street sanitary sewer to 15th Street sanitary sewer the 15th Avenue to relieve the 13th Street sanitary sewer below the siphon.
- Phase II was completed in 2007 and included a new sanitary sewer from the 29th Avenue Pump Station back to approximately 25th Avenue. This will include a new pipe under Indian Creek.
- This is project FY09-05A, Phase III in the CIP and has a budget of \$950,000 in sales tax funds and will involve construction of a new sanitary sewer from 25th Avenue to North of 22nd Avenue.

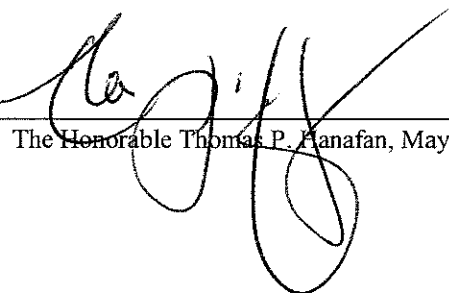
S.F.



RECOMMENDATION

Approval of the resolution.


Greg Reeder, Public Works Director/City Engineer


The Honorable Thomas P. Hanafan, Mayor

RESOLUTION

NO. 08-25

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
LEAZENBY CONSTRUCTION FOR THE
SO. 13TH STREET IMPROVEMENTS – PHASE III
FY09-05A**

WHEREAS, the plans, specifications, and form of contract for the So. 13th Street Improvements – Phase III are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on December 10, 2007, and the plans, specifications and form of contract were approved; and

WHEREAS, Leazenby Construction has submitted a low bid in the Amount of \$933,975.08 for this contract.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of Leazenby Construction in the amount of \$933,975.08 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the So. 13th Street Improvements – Phase III; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Leazenby Construction for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

**ADOPTED
AND**

APPROVED January 28, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

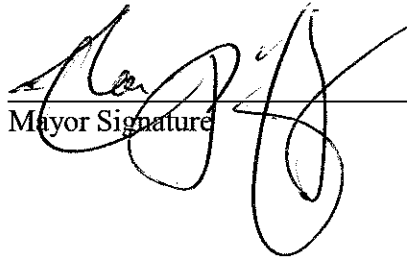
Council Communication

Department: Fire Case/Project No. Applicant: Alan R. Byers	Ordinance No. Resolution No. <u>08-27</u>	Date: <u>01/28/2008</u>
Subject/Title		
Revised 28E Agreement with Pottawattamie County for Hazardous Materials Response		
Background/Discussion		
<p>A meeting on January 11, 2008 with the County Attorney's Office, City Legal Department and the Fire Department was held to review revisions proposed by the County to the 28E Agreement recently approved by the City Council. The attached agreement contains the revisions agreed upon and is offered for the Mayor's concurrence and City Council approval.</p> <p>The revisions are shown within the agreement and include:</p> <ul style="list-style-type: none">3.: Delete year reference to specific Iowa Code versions.6.A: Insertion of the statement "effective upon execution of the agreement" versus "(insert date) to provide an effective start date for the agreement.6.D: Delete paragraph on fund increases pertaining to personnel benefits and expenses and include statement that includes such expenses within the Base Charge.7. & 10.: Added statement clarifying County responsibility for losses not covered by insurance.9.A: Changed "Workers Compensation " to "Medical Expenses covered under Chapter 411.15".9.C Deleted reference to Paragraph A and added reference to Paragraph B.13. Deleted statement on period of time to cure breach of agreement.		
Recommendation		
It is the recommendation of the City Attorney and Fire Chief that the Mayor concur and offer for City Council approval the attached 28E Agreement for Hazardous Materials response to Pottawattamie County.		

Department Head Signature

86

Mayor Signature



PREPARED BY: City Legal Department, 209 Pearl Street, Council Bluffs, IA 51503

RETURN TO: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503

RESOLUTION NO. 08-27

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT, RECENTLY MODIFIED, FOR THE PROVISION OF HAZARDOUS MATERIALS RESPONSE SERVICES BETWEEN AND AMONG THE CITY OF COUNCIL BLUFFS, THE POTTWATTAMIE COUNTY EMERGENCY MANAGEMENT COMMISSION AND POTTAWATTAMIE COUNTY.

WHEREAS, an agreement for the City to provide assistance to the Pottawattamie County Emergency Management Commission and Pottawattamie County has been negotiated for situations involving hazardous substance accidents which creates hazardous conditions endangering the general public's health and safety; and

WHEREAS, Chapter 28E of the Iowa Code entitled "Joint Exercise of Governmental Powers" authorizes the agencies to join together to make efficient use of their powers by enabling them to provide joint serves and facilities with other agencies and to cooperate in other ways of mutual advantage; and

WHEREAS, it is in the best interests of the City to enter into this agreement for hazardous materials response.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized to execute the agreement which has been recently modified to provide hazardous materials response services between and among the City of Council Bluffs, the Pottawattamie County Emergency Management Commission and Pottawattamie County.

ADOPTED
AND
APPROVED January 28, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith H. Ridgeley, City Clerk

C.A. 1/28/08

AGREEMENT FOR THE PROVISION OF HAZARDOUS MATERIALS RESPONSE SERVICES BETWEEN AND AMONG THE CITY OF COUNCIL BLUFFS, THE POTTAWATTAMIE COUNTY EMERGENCY MANAGEMENT COMMISSION AND POTTAWATTAMIE COUNTY UNDER CHAPTER 28E OF THE CODE OF IOWA.

WITNESSETH

This agreement is made and entered into by and between the City of Council Bluffs, Iowa (hereinafter called the City), the Pottawattamie County Emergency Management Commission (hereinafter called the Commission) and the County of Pottawattamie (hereinafter called the County).

WHEREAS, the parties recognize that due to modern technology there is a rapid increase in instances of hazardous substance accidents creating hazardous conditions endangering the well being of the general public; and

WHEREAS, the preservation of life and property of the citizens depends on the availability of properly trained personnel and adequate equipment; and

WHEREAS, the City has such trained personnel and equipment and is willing to assist the County and the Commission in case of the release of hazardous substances creating a hazardous condition affecting the environment.

NOW, THEREFORE BE IT REMEMBERED, that for the mutual promises, covenants, and agreements herein contained, the parties have entered onto the following Agreement under Chapter 28E of the Code of Iowa:

1. RECITATION:

The provisions herein, including the recitations set forth above, and including any documents incorporated by reference herein, constitutes the full agreements of the parties.

2. PURPOSE:

The purpose of this agreement is to provide for assistance from the City of Council Bluffs by supplying City personnel, equipment, and/or technical assistance to the Commission and the County in case of a release of a hazardous substance which creates a hazardous condition within, or causes harm within, or threatens immediate harm within the County's jurisdiction. No separate entity is created under this agreement.

3. DEFINITIONS:

For the purposes of this agreement, the definitions in Section 455B.381, 2005-Code of Iowa, and the following definitions shall apply:

- A. The term "Hazardous Condition" means any situation involving the actual, imminent or probable spillage, leakage, or release of a hazardous substance which, because of the quantity, strength and toxicity of the hazardous substance, its mobility in the environment and its persistence, creates an immediate potential danger to the public health or safety of persons or property within Pottawattamie County, at any of the following locations:
 - (1) Within any city or Pottawattamie County Fire District in Pottawattamie County, including those which extend beyond the boundaries of Pottawattamie County; or
 - (2) Within any other area within the boundaries of Pottawattamie County.
- B. The term "Hazardous Condition" includes any accident involving hazardous materials required to be reported under section 321.266(4) of the Code of Iowa.
- C. The term "Hazardous Substance" shall mean and include any, each and all substances or materials regulated pursuant to any Environmental Laws, including, but not limited to, any such substance, emission or material now defined as or deemed to be a regulated substance, hazardous substance, toxic substance, pesticide, explosives, radioactive materials, hazardous waste or any similar or like classification or categorization there under. "Hazardous substance" also means any substance or mixture of substances that presents a danger to the public health or safety or environment and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that in confinement generates pressure through decomposition, heat or other means. The following are examples of substances which, in sufficient quantity, may be hazardous: Acids; alkalis; explosives; fertilizers; heavy metals such as chromium, arsenic, mercury, lead and cadmium; industrial chemicals, paint thinners; paints; pesticides; petroleum products; poisons; radioactive materials; sludge; and organic solvents.
- D. "Responsible person" means the person, whether the owner, agent, lessor, tenant, or operator, in charge of the hazardous substance being stored, processed or handled, or the owner or bailee transporting hazardous wastes or substances whether on public ways or ground or on private property, where the existence or spill of such substance would cause danger to the public or to any person, or damage to the environment.

4. INITIATING REQUESTS:

All requests for aid, assistance, personnel, equipment, and/or technical assistance (to be provisions of this contract) shall be made by:

- A. Within any incorporated municipality, the Chief of either the Fire Department or the Police Department;

- B.** Within unincorporated areas in the County, either the County Sheriff or the Chief of the area Fire Department.
- C.** The County Emergency Management Coordinator; or
- D.** Their designee.

Such requests shall be directed to the Chief of the Council Bluffs Fire Department or the Chief's designee, and shall state as definitively as possible the nature and extent of the hazardous substance emergency so that a determination can be made by the City as to personnel, equipment, and/or technical assistance needed at the hazardous condition.

5. PRIORITY OF REQUEST:

In the event two or more hazardous conditions arise at approximately the same time, the priority of providing service shall be made pursuant to the Council Bluffs Fire Department standard operating procedures, which shall include:

- A.** A three (3) level system for determining relative severity; and
- B.** Within each level of severity, a system for allocating highest priority to those hazardous conditions which pose the greatest danger to the most people.

A copy of this standard procedure is attached hereto as Exhibit A and is incorporated herein by reference.

No provision of this agreement shall be construed to require the Council Bluff Fire Department Hazardous Materials Team to respond to a request for assistance or to continue assistance if, in the discretion of the Council Bluffs Fire Department Hazardous Materials Team:

- A.** Its services are considered necessary to deal with a present emergency in the City of Council Bluffs; or
- B.** If actions being taken at the scene of the incident are deemed unsafe to Council Bluffs Fire Department Hazardous Materials team members; or
- C.** If because of other emergencies or conditions beyond its control, it cannot respond in a timely matter or must withdraw assistance during the course of an emergency in the City of Council Bluffs.

The Pottawattamie County Emergency Management Commission will make available to the Council Bluff Fire Department any and all Tier II information, contingency plans, maps, communication frequencies, equipment, and other information that will assist the Council Bluffs Fire Department's Hazardous Materials Team in responding to or mitigating an emergency in Pottawattamie County.

6. PAYMENT OR REIMBURSEMENT OF COST:

The Commission shall be obligated to pay or reimburse the City for costs incurred by the City to staff and equip a hazardous material response team to respond to hazardous conditions and emergencies in the County under this agreement. The Commission's payment of the following charges shall be deemed to satisfy this obligation:

A. Base Charge:

The Commission shall pay to the City an annual Base Charge which shall be due and payable in two equal amounts on the fifteenth (15th) day of the months of January and July. The payments are delinquent after 30 days. The first payment shall be due and payable ~~on (insert date)~~ effective upon execution of the agreement. The Base Charge shall be as follows:

Calendar year 2007 - (\$22,434.50)

Calendar year 2008 - (\$22,434.50)

Calendar year 2009 - (\$44,869.00)

Calendar year 2010 - (\$44,869.00).

The base charge for calendar years 2011 and later will be determined based on costs of operating and maintaining the response team as determined by the Council Bluffs Fire Department. The per capita charge for each year, beginning with calendar year 2011, will be determined by July 1 of the previous year and shall be determined by multiplying the population of the county, according to the most recent census, by a set amount. The City shall notify the Commission of said per capita charge.

B. Response Costs:

In addition to the payment of the Base Charge, the Commission shall pay all costs for each response made pursuant to this agreement. The cost for each response shall be determined by the actual time spent in responding, advising, mitigating, and returning from each incident. Costs shall be determined by reference to the hourly charge for response services set forth in Exhibit B attached hereto and by reference made a part hereof.

Payment of the response costs shall be due and payable within thirty days of receipt by the Commission of an invoice from the City. The City agrees to provide any and all information on the responsible party to assist the Commission in billing for the incident. The City may adjust the schedule of hourly charges shown on Exhibit B at any time during this agreement in order to reflect increased costs of employees, training, equipment, apparatus, and supplies.

C. Payment:

Payment of the base charge and the response costs by the Commission shall be considered as full payment or reimbursement of all costs incurred by the City in the following categories.

1. The full cost of supplies and other materials consumed at the site of a hazardous condition.
2. The salaries, wages, benefits, and medical monitoring expenses for City

employees responding to the request under this agreement.

3. The proportionate amortized cost of apparatus, equipment, and supplies used in responding to a request under this agreement.

D. Additional Personnel Benefits and Expenses:

~~In the event of injury to or death of any City employee during the course of any response pursuant to this agreement, the Commission shall be obligated to pay the full cost of any personnel benefits or expenses resulting from such response, including but not limited to medical expenses; and — Iowa Code Chapter 411 benefits, or worker's compensation benefits, to the extent such benefits or expenses are not paid by the State of Iowa Municipal Police and Fire Retirement System or by insurance as maintained in Part 9.~~

— Within the base charge, ~~The~~ Commission shall also pay the cost of any fund contribution increases or premium increases attributable to temporary or permanent disabilities incurred by City personnel during the course of a response under this Agreement, if and to the extent said loss or losses cause System losses to exceed those anticipated and a contribution increase is implemented by the system, or to the extent said loss or losses result in a premium increase for any insurance covering such loss or losses. This paragraph does not apply to loss or damage resulting from response to a hazardous condition inside the Council Bluffs City Limits.

7. EXTRAORDINARY LOSSES:

In addition to the reimbursement of costs set forth above, the Commission shall reimburse the City for out-of-pocket costs resulting from loss of or damage to any equipment resulting from the providing of aid or assistance under this Agreement, to the extent such losses are not covered by City insurance. This amount shall be based upon the current value of the equipment, and not necessarily replacement cost. This paragraph does not apply if such loss is the result of gross negligence, recklessness, or wanton intentional misconduct of any officer, employee, agent or representative of the City. This paragraph does not apply to loss or damage resulting from response to a hazardous condition inside the Council Bluffs City Limits.

8. SUPERVISION:

The officer in charge of the personnel of the City and/or Chief of the Council Bluffs Fire Department shall have direct control and supervision of the City personnel and of the use of all apparatus, equipment, and materials of the City consistent with the spirit of this agreement.

The Incident Command System or the National Incident Management System shall be used to manage these types of responses in accordance with OSHA 1910.120. The Council Bluffs Fire Department will report to the local Incident Commander unless otherwise designated by the governing body of the jurisdiction. The Incident Commander shall have responsibility for traffic control, evacuation, crowd control, etc. as per the National Incident Management System.

9. INSURANCE AND INDEMNIFICATION:

A. Insurance:

The City shall procure and maintain in effect during the entire term of this agreement, insurance with coverage in the amounts hereafter specified. Such insurance coverage shall be provided through City self insurance programs, by an insurance company or companies licensed to do business in the State of Iowa, or by a local government risk pool pursuant to section 670.7 of the Code of Iowa.

Coverage	Limits
General Liability	\$5,000,000 per occurrence CSL \$5,000,000 General Aggregate
Auto Liability and Physical Damage	\$5,000,000 per occurrence CSL \$5,000,000 General Aggregate
Workers Compensation Medical Expenses covered under Chapter 411.15	Coverage A – Statutory Coverage B - \$1,000,000, \$3,000,000 Aggregate

B. Hold Harmless:

In the event any civil liability arises, or threatens to arise, and in the event such liability is not covered by insurance procured pursuant to subparagraph (A) hereof, or such liability exceeds the coverage so provided, the Pottawattamie County Emergency Management Commission and the County of Pottawattamie shall defend, indemnify, and hold harmless the City, its officers, employees, members, agents, and representatives from and against any and all liability, claims, damages, actions, judgments, loss, costs, and expenses, including costs of litigations and attorneys fees, whether at law, in equity, before an administrative agent, or otherwise, arising wholly or in part from the acts or omission of City.

C. Limitations:

The provisions of subparagraph 9(A) shall not extend to damage to property or injuries to any person (including any officer, employee, agent or representative of City) which result from either:

- (1) The intoxication of an Officer, employee, agent or representative of City, provided the intoxication did not result from an exposure to a hazardous substance but due to the effects of alcohol, prescription drug or a controlled substance not prescribed by an authorized medical practitioner, and provided the intoxication was a substantial factor in causing the damaged or injury; or
- (2) The gross negligence or reckless, wanton, or intentional misconduct of any officer, employee, agent, or representative of City. In such circumstances, there shall not be any duty on the part of the Commission and County to indemnify and hold harmless the City, it's officers, employees, members, agents, or representatives. However, this limitation shall not be constructed to otherwise limit the Commission's and the

County's duty to defend until applicability of this limitation ~~if~~ is finally determined.

Nothing contained in these paragraphs shall be construed as a waiver of any statutory immunities and defenses, including but not limited to, those granted by section 455B.393 of the Iowa code or Chapter 670 of the Iowa Code on behalf of the City, its officers, employees, members, agents and representatives.

10. RECOVERY OF COSTS EXCEEDING COMMISSION'S BUDGET:

In the event that the costs incurred by the Pottawattamie County Emergency Management Commission pursuant to paragraphs 6, 7, or 9 above for hazardous materials response services by the City, including costs of defending and indemnifying the City, to the extent not covered by City insurance, exceed the Commission's current budget, such that the Commission is unable to make timely payment to the City as above provided, the County of Pottawattamie agrees that it will make payment to the City on behalf of the Commission in a timely manner, and shall itself recover said costs by appropriate tax levy or otherwise.

11. THIRD PARTY RECOVERY:

Nothing in this agreement shall prevent the Commission and County from recovering costs of services rendered from an entity or third party who is the person having control over a hazardous substance, as defined herein, where such recovery of costs is provided for by law, or from seeking reimbursement from the Environmental Protection Agency under the Comprehensive Environmental Response, Compensation, Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act 1986 or as subsequently amended.

To assist the Commission and the County in the recovery of costs the City does hereby agree to comply with all state and federal reporting requirements including but not limited to, the required reporting to the Iowa Department of Natural Resources and twenty-four (24) hour reporting to the U.S. Environmental Protection Agency under CERCLA and the National Response Center.

The City also agrees to provide all pertinent billing information in its possession to the Commission and to provide assistance to the Commission and the County in recovering the costs of the response.

12. EFFECTIVE PERIOD:

This agreement, unless terminated as stated in Part 13, shall continue from year to year.

13. TERMINATION:

Any party to this Agreement may terminate this Agreement at any time upon written notice either delivered or mailed by certified U.S. mail to the addressees set forth below for such parties. ~~The notice shall offer a reasonable period of time to cure the breach.~~ Such notice shall be given at least ninety (90) days before the effective date of termination and the date of

termination shall be stated in the notice. For any liability that is incurred during the term of this Agreement, the parties will continue to be liable even after the effective date of any such termination.

14. EFFECTIVE DATE:

This agreement shall be in full force and effect upon the happening of all of the following:

- A. Its execution by the parties of this Agreement after acceptance and approval by the Council Bluffs City Council and The Pottawattamie County Emergency Management Commission and the County of Pottawattamie Board of Supervisors.
- B. The filing of an executed counterpart or photocopy of this Agreement with the Secretary of State.
- C. The filing of an executed counterpart or photocopy of this Agreement in the Office of the County Auditor for Pottawattamie County and the City Clerk for the City of Council Bluffs, Iowa.

15. AMENDMENT:

This agreement may only be amended by written instrument duly executed by the parties hereto.

16. THIRD PARTY BENEFICIARIES:

It is the intent of the parties that no person who is not a signatory to this Agreement shall benefit from the provisions of this Agreement and that no cause of action is created herein for the benefit of any party.

17. ORDINANCE ADOPTION:

As part of this agreement, the County shall be required to adopt an ordinance requiring the person or persons responsible for the hazardous materials condition, release, and/or spill to be liable for the cost of containment and cleanup, including the costs of the responding members of the Council Bluffs Fire Department.

18. TRAINING:

The Commission shall agree to provide the appropriate training for emergency responders in compliance with OSHA 1910.120 (q). This would necessitate the responding Pottawattamie County fire departments and any emergency medical services responding for transport to have Hazardous Materials Operations level training; any responding law enforcement agencies to have Hazardous Materials Awareness level training and any other responding personnel to have the appropriate level of training commensurate with their hazardous material incident responsibilities.

On an annual basis each member of the responding agencies shall have necessary training or refresher training in compliance with OSHA 1910.120(q). The Council Bluffs Fire Department Hazardous Materials Response Team may provide any or all of the necessary

training at a cost agreeable to both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective the day, month and year set opposite signature.

Attest:

CITY CLERK

Address: City of Council Bluffs
209 Pearl Street
Council Bluffs, Iowa 51503

CITY OF COUNCIL BLUFFS

BY: _____
MAYOR

DATE: _____

Attest:

Address: _____

POTTAWATTAMIE COUNTY
EMERGENCY MANAGEMENT
COMMISSION:

BY: _____
CHAIRMAN

Attest:

COUNTY AUDITOR

Address: Courthouse
227 So. 6th Street
Council Bluffs, IA 51501

COUNTY OF POTTAWATTAMIE:

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE: _____

EXHIBIT A

Under this agreement, if multiple requests for service are received, the Council Bluffs Fire Department will use the following criteria to rank the incidents in order to their severity with Level 1 being the least severe and Level 3 being the most severe. Those incidents ranked the most severe will be given priority with incidents of lesser hazard handled promptly when staffing and resources allow.

LEVEL ONE:

Level 1 is an incident of such nature or scope that it can be safely mitigated by the initial local fire department response of apparatus and personnel. The local fire Department will generally require little, if any, assistance from other departments or agencies.

Incidents Conditions and Product Identification:

- 1) No DOT placards are required for the product.
- 2) NFPA 704 diamond would have 0 or 1 in all categories
- 3) All ORMS would fall under Level 1.

Container Size:

- 1) Small (e.g. pails, drums, cylinder under one ton, packages, bags).

Fire Exposure Potential:

- 1) Low.

Leak Severity:

- 1) No release
- 2) Small release contained or confined in a small area with readily available resources.
- 3) Examples of sample release:
 - Forty gallons or less of common hydrocarbon liquid (gasoline, diesel, fuel oil).
 - Low pressure natural gas.
 - LP gas from lines smaller than two inch diameter.
 - Less than (5) gallons of other types of flammable liquids, combustible liquids, pesticides, or corrosives that are confined and do not pose an immediate exposure or risk to the public, response personnel, property, or the environment.

Life Safety:

- 1) No life threatening situation from materials involved.
- 2) No evacuation beyond the initial isolation zone.

Environmental Impact:

- 1) Minimal.

Container Integrity:

- 1) No damage.

LEVEL TWO:

Level 2 is an incident of such nature or scope that other resources and technical assistance are needed in addition to the initial responding personnel and apparatus. Level Two incidents would require assistance from other departments or agencies not initially responding, such as public works, Iowa DOT, Iowa DNR or Iowa Public Health.

Incident Conditions and Product Identification:

- 1) DOT placards are required for the product(s).
- 2) NFPA 704 rating of two (2) in any category.
- 3) PCB's without fire.
- 4) EPA regulated waste.

Container Size:

- 1) Medium (e.g. One ton cylinder, portable containers, nurse tanks, multiple small packages).

Fire Exp Potential:

- 1) Medium.

Leak Severity:

- 1) Release not controllable without special resources.

Life Safety:

- 1) Immediate risk to the public and response personnel in a localized area.
- 2) Limited evacuation area, beyond the immediate incident location.

Environmental Impact (potential):

- 1) Moderate.

Container:

- 1) Damaged but able to contain the contents to allow transfer of the product.

LEVEL THREE:

Level Three is an incident of such nature or scope where large amounts of resources would be required. Level Three incidents would require assistance from all of the agencies listed in Level Two plus Federal agencies. Level Three incidents would likely result from releases of large quantities of hazardous substances or moderately sized releases of exceptionally hazardous substances.

Incident Conditions and Product Identification:

- 1) Poison A (gas), Explosives A and B, Organic Peroxide, Flammable Solid, Materials Dangerous When Wet, Chlorine, Fluorine, Anhydrous Ammonia, Radioactive Materials.
- 2) NFPA 704 rating of 3 or 4 in any category and any special hazards.
- 3) DOT inhalation hazards.
- 4) PCB's with fire.
- 5) EPA extremely hazardous substances.
- 6) Cryogenics.

Container:

- 1) Large (e.g. tank cars, tank trucks, stationary tanks, hopper cars/trucks, multiple medium containers).

Fire Explosion Potential:

- 1) High.

Leak Severity:

- 1) Release may not be controllable even with special resources.

Life Safety:

- 1) Immediate or a potentially immediate exposure risk to large segments of the public.
- 2) Large evacuation area, (mass evacuation) beyond the immediate incident location.

Environmental Impact (potential)

- 1) Severe.

Container Integrity:

- 1) Damage to such an extent that catastrophic rupture is possible.

Multiple Requests During an Incident:

If while mitigating a hazardous condition, a request to respond to an incident with a higher priority occurs, the Council Bluffs Fire Department personnel shall be released from the incident when it is safely possible. When determining incident priority levels, those hazardous conditions occurring in densely populated areas or threatening to have a severe impact on the environment shall be given the higher priority.

EXHIBIT B

Hazardous Materials Response Fees as set by City of Council Bluffs Municipal Code, Chapter 4.60.040:

Manpower	\$ 40.00/hour
Apparatus (utilized) including Rescue 30	\$ 150.00/hour
Apparatus (standby)	\$ 100.00/hour
Ambulance/Rescue Squad	\$ 150.00/hour
Command Vehicle/Utility Truck	\$ 100.00/hour
Supplies or outside services, including cell phone and internet access.	Market price plus 15% administrative fee
Mileage (assessed after the first ten miles)	\$ 6.00/mile
Decontamination, repair, replacement, or maintenance of supplies, equipment and apparatus.	Cost plus 15% administrative fee